

PEARSON, J.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

FUNCTIONAL PATHWAYS OF)	
TENNESSEE, LLC,)	CASE NO. 4:12cv3122
)	
Plaintiff,)	
)	JUDGE BENITA Y. PEARSON
v.)	
)	
LFMC MANAGEMENT COMPANY LTD,)	
)	<u>MEMORANDUM OF OPINION AND</u>
Defendant.)	<u>ORDER</u> [Regarding ECF No. 8]

This matter is before the Court upon the Motion for Default Judgment against Defendant LFMC Management Company, Ltd. *d/b/a* Imperial Skilled Care Center and/or Imperial Skilled Nursing and Rehabilitation filed by Plaintiff Functional Pathways of Tennessee, LLC on February 4, 2013. [ECF No. 8](#). For the reasons expressed below, the Court grants Plaintiff's Motion.

I.

Plaintiff filed a Complaint on December 28, 2012, alleging claims of breach of contract and *quantum meruit*. [ECF No. 1](#). Service was executed on January 7, 2013. [ECF No. 5](#). Defendant did not answer or otherwise respond, and on February 1, 2013, Plaintiff filed an Application to Clerk for Entry of Default against Defendant. [ECF No. 6](#). The Clerk entered default on February 2, 2013, and a copy of the same was mailed to Defendant. [ECF No. 7](#). In its Motion for Default Judgment, Plaintiff requests judgment on all counts and damages in the amount of \$232,220.70.

II.

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After a default has been entered pursuant to [Fed. R. Civ. Pro. 55\(a\)](#), the party seeking relief from a defaulting party may apply for default judgment pursuant to Rule 55(b). [HICA Educational Loan Corp. v. Jones, 2012 WL 3579690, at *1 \(N.D. Ohio 2012\)](#). A default upon well-pleaded allegations establishes defendant's liability, but plaintiff bears the burden of establishing damages. [Id.](#) (citing [Flynn v. People's Choice Home Loans, Inc., 440 Fed. App'x. 452, 457 \(6th Cir.2011\)](#)) (citing [Antoine v. Atlas Turner, Inc., 66 F.3d 105, 110 \(6th Cir.1995\)](#)). In order to enter default judgment, the Court must determine the amount of damages. [HICA, 2012 WL 3579690, at *1](#). The Court may determine the amount of damages by affidavit and/or other documentary evidence. [Id.](#) An evidentiary hearing is not required by Rule 55(b) if the amount of damages can be determined by computation from the record before the Court. [Id.](#)

III.

Plaintiff seeks damages for unpaid invoices and interest in the amount of \$212,560.43, plus any additional interest accruing to date of judgment, as per the parties' Therapy Services Agreements. [ECF No. 8 at 1](#). The Therapy Service Agreements entered into by the parties provide for interest to accrue on outstanding invoices at the rate of 1.5% per month. [ECF No. 1-3 at 7](#). Plaintiff submitted the Therapy Service Agreements with its Complaint. [ECF Nos. 1-2; 1-3](#).

Plaintiff submitted an affidavit in support of its motion for default, along with an accounting of the outstanding invoice amount owed to Plaintiff from Defendant. [ECF No. 8-1 at 1-3](#). To date, the total amount owed by Defendant to Plaintiff, including interest at 1.5% per

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month, is \$232,220.70. [ECF No. 8-1 at 2](#).

Additionally, Plaintiff submitted proof that Defendant's statutory agent had resigned, thereby rendering service at the place of business proper. [ECF Nos. 1-1 at 2-6; 5](#).

IV.

Based upon the foregoing, the Court grants Plaintiff's Motion for Default Judgment ([ECF No. 8](#)) against Defendant LFMC Management Company, Ltd. *d/b/a* Imperial Skilled Care Center and/or Imperial Skilled Nursing and Rehabilitation in the amount of \$232,220.70.

IT IS SO ORDERED.

February 20, 2013
Date

/s/ Benita Y. Pearson
Benita Y. Pearson
United States District Judge